

WEISSE ARENA GRUPPE

Arrangement of Agency Agreements

Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

Whenever an accommodation agreement (a holiday apartment or holiday home) is arranged for you, you accept the WAG GTCs ([link](#)) as well as the STCs for Accommodation.

Any deviations from the STCs for Rental Accommodation and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

2. Customer

You accept that the rental agreement shall be concluded with Mountain Vision AG, Laax (MV), regardless of the WAG Pool member that accepts and/or executes your purchase order.

3. Conclusion of contract

The arranged rental agreement shall enter into force upon MV's confirmation, provided either on paper or electronically, and upon your payment as specified in clause 7.

You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from those published on the internet or in brochures.

The primary contract, i.e. the arranged rental agreement, is concluded directly between yourself and the relevant owner or landlord (hereinafter referred to as third party). The general terms and conditions, special terms and conditions and/or general rental terms and conditions of the same shall be applicable as specified in the confirmation of order.

4. Amendments

Once the contract has been concluded, the third party may amend its product/service range if amendments appear expedient, for whatever reason. Such amendments do not give rise to a right to cancel the contract or to receive compensation, unless the character of the contractually agreed component has changed substantially.

WEISSE ARENA GRUPPE

5. Service components provided by MV

MV shall arrange for the conclusion of a rental agreement on behalf and for the account of the owner or landlord for whom it works as an agent. MV merely acts as an agent with collection authority as defined in the Swiss Code of Obligations (OR), articles 418 a ff., aiming to achieve contractual conclusion.

6. Prices

You accept the prices (rental fee and utility costs) as well as the deposit and exchange rates applicable at the conclusion of the contract. They are specified in the order confirmation and may differ from the prices published on the internet or in the relevant brochures.

When booking a holiday apartment or holiday home, the price may be increased up to 29 days before the beginning of the contract. They must be communicated to you immediately, on paper or electronically.

7. Terms of payment

The applicable terms of payment shall be those specified in the confirmation of order. If either nothing or nothing different has been agreed therein, the following provisions shall be applicable:

- a. If the contract is concluded more than 45 days before the start of the tenancy, MV shall debit your credit or debit card with 40% of the total price and then with the rest of the due amount 30 days before the start of the package.
- b. If the contract is concluded within 45 days before the start of the tenancy, MV shall debit your credit or debit card with 100% of the total price.

8. Change or cancellation

If you change or cancel the rental agreement and unless otherwise specified in the confirmation, MV shall charge the following costs to your credit or debit card:

Cancellation period before the start of the tenancy	Cancellation fee in %	Handling fee
Up to 30 days	Free	CHF 70.00
7 to 29 days	50%	CHF 70.00
0 to 6 days	100%	None

WEISSE ARENA GRUPPE

If you change or cancel a group booking (i.e. a group being at least 15 persons) and unless otherwise specified in the confirmation, MV shall charge the following costs to your credit or debit card:

Cancellation period before the start of the tenancy	Cancellation fee in %	Handling fee
Up to 60 days	Free	CHF 70.00
30 to 59 days	50%	CHF 70.00
0 to 29 days	100%	None

The relevant date for calculation purposes shall be the receipt of your communication by MV.

MV shall charge no more than the handling fee per change if you have found a replacement for your tenancy, i.e. someone to replace you in your contract, or if you extend the duration of your tenancy in a case where this is possible.

Rebooking to a different rented property shall be considered a new contract, resulting in the cancellation of your current contract and incurring the aforementioned fees.

9. Liability of MV

As part of its agency activities, MV is liable to ensure legally and contractually compliant reservations and bookings.

When it receives payments, it undertakes to pass them on to the relevant landlord.

10. Deposit

The deposit has the purpose of covering any damage within your liability. It is returned to you if you return the rented property in a perfect state.

11. Data protection

You expressly agree that MV may transmit your data to the third party, enabling the same to carry out its contractual duties. Data privacy is guaranteed. The WAG Privacy Policy has been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral

WEISSE ARENA GRUPPE

part of these STCs. You expressly declare that you have noted the Privacy Policy and that you have given your consent for the use and processing of data specified therein.

12. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018